

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Abebe Tekiha M.
t/a Café Liyat

Application for a Retailer's Class
CR (renewal)
at premises
2305 18th Street, N.W.
Washington, D.C.

Case no. 34676-02/075P
2002-265

Denis I.E. James, on behalf of the Kalorama Citizens Association, and Daniel Brody, on behalf of the Advisory Neighborhood Commission 1C, Protestants

ABebe Tekiha M., Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Oppen-Weiner, Esquire, Member
Audrey Thompson, Member

**ORDER ON WITHDRAWN OPPOSITION
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on May 15, 2002, in accordance with D.C. Official Code Section 25-601 (2000 Edition). Denis I.E. James, on behalf of the Kalorama Citizens Association, and Daniel Brody, on behalf of the Advisory Neighborhood Commission 1C, filed timely opposition.

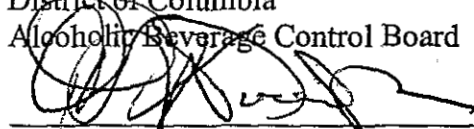
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated October 22, 2002, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Abege Tekiha M.
t/a Liyat Cafe
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Accordingly, it is this 13th day of November 2002, **ORDERED** that:

1. The opposition of Denis I. E. James, on behalf of the Kalorama Citizens Association, and Daniel Brody, on behalf of the Advisory Neighborhood Commission 1C is **WITHDRAWN**;
2. The application of Abebe Tekiha M. t/a Liyat Cafe for a retailer's class CR license (renewal) at 2305 18th Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants and the Attorney for the Applicant.

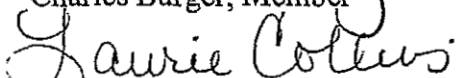
District of Columbia
Alcoholic Beverage Control Board

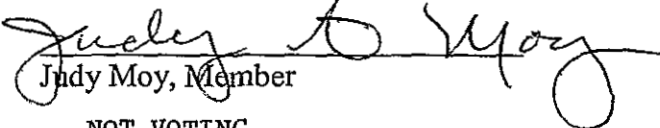

Roderic L. Woodson, Esquire, Chair

NOT VOTING

Vera Abbott, Member

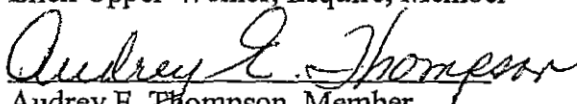

Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member

NOT VOTING

Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member

#34676

ABBA
rec'd - 10/25/02 (64)

**VOLUNTARY AGREEMENT CONCERNING ISSUANCE
OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES**

THIS AGREEMENT, made and entered into this 22nd day of October, 2002, by and between Liyat Corporation, L.L.C., trading as Cafe Liyat (hereinafter the "Applicant") and Advisory Neighborhood Commission 1C and the Kalorama Citizens Association (hereinafter the "Protestants") witnesses:

Whereas Applicant has filed an application (#34676) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises known as Cafe Liyat, located at 2305 18th Street, NW, Washington, DC.

Whereas Protestants have filed before the Board a protest opposing the granting of this renewal.

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the renewal of the license and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement.

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns.

Now therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties agree as follows:

1. Hours. The hours of operation shall be:

Sunday through Thursday: 11:00 am until 2:00 am
Friday and Saturday: 11:00 am until 3:00 am

Applicant agrees to strictly observe the above hours and to announce last call at 1:25 am Sunday through Thursday, and at 2:25 pm Friday and Saturday, to discontinue service of alcohol at 1:30 am Sunday through Thursday and at 2:30 am Friday and Saturday and to remove all alcohol from the tables and bar top by 2:00 am Sunday through Thursday and by 3:00 am Friday and Saturday.

2. Seating. Seating capacity will not exceed:

Interior tables and bar: 48

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with Title 23 DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof.

4. Trash/Garbage/Rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population. Applicant will recycle the following items as per DC law 7-226: cardboard, glass and cans.

Applicant shall provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

5. Exterior including Public Space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable DC laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to encourage patrons to leave those areas at closing.

6. Items specific to establishment.

Applicant agrees that there will be no patron use of the rear door. Applicant agrees to advise employees and encourage patrons to park their vehicles legally and to inform them that there are paid public parking lots available nearby.

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls" or "tours" or any similar event.

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise to a minimum from 11:00 PM to 7:00 AM.


9. Modification. This agreement can be modified only by the ABC Board or the mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C any modification must be approved at a full public meeting by a majority of the commissioners present constituting a quorum.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of Protests. Protestants agree to the issuance of the renewal of the license and withdrawal of their Protest, *provided* that this Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

12. Availability of Voluntary Agreement. Applicant agrees to keep available at all times a copy of this agreement at his establishment and to familiarize all his employees with its conditions.

APPLICANT:



By: ELIAS ABEBE
Vice president.

Date: 10-22-02

PROTESTANTS:



Advisory Neighborhood Commission 1C
By: ANDY MESCUR
Chair ANC 1C

Date: 21 OCT 02



Kalorama Citizens Association
By: DENIS I.E. JAMES - ABC LICENSING
CHAIR FOR KALORAMA CITIZENS ASSOCIATION

Date: OCTOBER 21, 2002

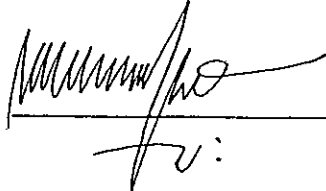
AGREEMENT DATED March 3, 1999 BETWEEN
Advisory Neighborhood Commission 1C ("ANC 1C") and
Ghana Cafe 2305 18th St

ANC 1C supports application # 34676 of Anthony F Opare, t/a
Ghana Cafe ("Licensee") for a license to serve alcoholic beverages
under the following conditions:

- 1) ☒ Hours of operation shall be those established by the Alcohol Beverage
Control Board.
☐ Hours of operation shall be as follows: _____
- 2) Table seating capacity not to exceed 99 persons;
- 3) Bar capacity not to exceed 10 stools;
- 4) ☐ No live entertainment
☒ Recorded music, if any, shall be kept at a reasonable volume (i.e. not able to
be heard outside when the door is closed)
☐ No dancing
- 5) Licensee shall make reasonable efforts to employ neighborhood residents.
- 6) Trash will be removed
☒ daily
☐ every other day
☐ twice a week
- 7) ☐ Other conditions as follows: _____

The undersigned agree to evaluate the Licensee's operations annually and will mutually
determine what action, if any, will be taken with respect to developments that have a
bearing on the license referred to above. The undersigned further agree that Licensee and
ANC 1C may at any time review and amend this agreement in whole or in part. Licensee
agrees to notify the ANC 1C in advance of any contemplated change to the matters
contained in this agreement.

For Licensee:



For ANC 1C

